

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Stussy, Inc.,

Plaintiff,

v.

Defendant Axel Hernandez d/b/a
Izzy Hernandez and Izzy Saldana; and
Does 1 through 10, inclusive,

Defendants.

Case No.: 8:23-cv-00275-CJC (DFMx)

CONSENT DECREE AND
PERMANENT INJUNCTION

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree and Permanent Injunction that has been executed by Plaintiff Stussy, Inc. ("Stussy" or "Plaintiff") and Defendant Axel Hernandez d/b/a Izzy Hernandez and Izzy Saldana ("Defendant") in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties' Stipulation and only as to Defendant, his successors, heirs, and assignees, this Consent Decree and Permanent Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.

Service of process was properly made against Defendant.

2) The Complaint is hereby amended to correctly identify Defendant as Defendant

1 Axel Hernandez d/b/a Izzy Hernandez and Izzy Saldana.

2 3) Plaintiff has long used, prior to the acts of Defendant as described in the
3 Complaint, its trademark STUSSY®, including without limitation, in standard
4 characters, in a graffiti style, and a script style, among others, including but not limited
5 to those identified in the attached Exhibit A (the “STUSSY Marks”).

6 4) Plaintiff has expended considerable resources in the creation and commercial
7 exploitation of the STUSSY Marks on merchandise and in the enforcement of the
8 intellectual property rights in the STUSSY Marks.

9 5) Plaintiff has alleged that Defendant has made unauthorized uses of the STUSSY
10 Marks or substantially similar likenesses or colorable imitations thereof.

11 6) Defendant and his agents, servants, employees, representatives, successor and
12 assigns, and all persons, firms, corporations or other entities in active concert or
13 participation with him who receive actual notice of the Injunction are hereby
14 restrained and permanently enjoined from infringing – directly, contributorily or
15 vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,
16 inducing, authorizing, aiding or abetting, materially contributing to, or persuading
17 anyone to infringe in any manner the STUSSY Marks, including, but not limited to,
18 manufacturing, importing, distributing, advertising, selling, offering for sale, any
19 unauthorized product which features any of the STUSSY Marks (“Infringing
20 Products”), and, specifically:

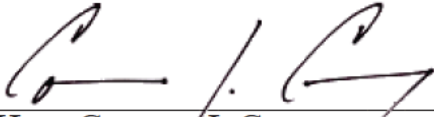
21 a) Importing, manufacturing, distributing, advertising, selling and/or offering for
22 sale the Infringing Products or any other unauthorized products which picture,
23 reproduce, copy or use the likenesses of or bear a confusing and/or substantial
24 similarity to any of the STUSSY Marks;

25 b) Importing, manufacturing, distributing, advertising, selling and/or offering for
26 sale in connection thereto any unauthorized promotional materials, labels,
27 packaging or containers which picture, reproduce, copy or use the likenesses of
28

- 1 or bear a confusing and/or substantial similarity to any of the STUSSY Marks;
- 2 c) Engaging in any conduct that tends falsely to represent that, or is likely to
- 3 confuse, mislead or deceive purchasers, Defendant's customers and/or members
- 4 of the public to believe the actions of Defendant, the products sold by Defendant
- 5 or Defendant himself is connected with Stussy, is sponsored, approved or
- 6 licensed by Stussy, or is in some way affiliated with Stussy;
- 7 d) Affixing, applying, annexing or using in connection with the importation,
- 8 manufacture, distribution, advertising, sale and/or offer for sale or other use of
- 9 any goods or services, a false description or representation, including words or
- 10 other symbols, tending to falsely describe or represent such goods as being
- 11 those of Stussy; or
- 12 e) Otherwise competing unfairly with Stussy in any manner.
- 13 7) Plaintiff is entitled to, and shall recover from Defendant, the sum of Seventy-
- 14 Five Thousand U.S. Dollars (\$75,000.00), pursuant to the terms of the parties' Release
- 15 and Settlement Agreement dated and effective June 9, 2023.
- 16 8) Each side shall bear its own fees and costs of suit.
- 17 9) Except as provided herein, all claims alleged in the Complaint are dismissed
- 18 without prejudice.
- 19 10) This Consent Decree and Permanent Injunction shall be deemed to have been
- 20 served upon Defendant at the time of its execution by the Court.
- 21 11) The Court finds there is no just reason for delay in entering this Consent Decree
- 22 and Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil
- 23 Procedure, the Court directs immediate entry of this Consent Decree and Permanent
- 24 Injunction against Defendant.
- 25 12) The Court shall retain jurisdiction over Defendant and of this action to entertain
- 26 such further proceedings and to enter such further orders as may be necessary or
- 27 appropriate to implement and enforce the provisions of this Consent Decree and
- 28

1 Permanent Injunction or of the Parties' Release and Settlement Agreement dated and
2 effective June 9, 2023.

3 DATED: August 9, 2023

4 
5 Hon. Cormac J. Carney
6 United States District Judge

7 **CC: FISCAL**

8
9 PRESENTED BY:

10 Wang Law Corporation

11
12 By: _____
13 Annie S. Wang-Poloskov
14 J. Andrew Coombs, Of Counsel
Attorneys for Plaintiff Stussy, Inc.





15 Brown & Stedman LLP


16
17 By: _____
18 Edwin B. Brown
19 Attorney for Defendant Axel Hernandez d/b/a
Izzy Hernandez and Izzy Saldana

20 Axel Hernandez d/b/a Izzy Hernandez and Izzy Saldana

21
22 By: _____
23 Axel Hernandez
24 Defendant

EXHIBIT A

Trademark	Trademark Registration No.	Trademark Registration Date
STUSSY	1395006	5/27/1986
STUSSY	2054502	4/22/1997
STUSSY	2370712	7/25/2000
STUSSY	2393113	10/10/2000
STUSSY	3359114	12/25/2007
	2060941	5/13/1997
	3334366	11/13/2007
	2357804	6/13/2000
	5564337	9/18/2018

	2357805	6/13/2000
STÜSSY	2504298	11/6/2001